

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the "PARTIES" for the purpose of constructing improvements to the 1-405 Freeway at Wilshire Blvd. in Los Angeles County.

Whereas: CALTRANS and METRO have entered into an agreement setting forth their respective roles and responsibilities for design and construction of the 1-405 Sepulveda Pass Improvements Project; And

Whereas: Certain real property rights belonging to the United States are required for these improvements; And

Whereas: The PARTIES hereto have reached, in general, agreement as to how they will cooperate and proceed to enable the construction of certain improvements to the 1-405 freeway to the benefit of each;

IT IS AGREED AS FOLLOWS: The PARTIES to this Memorandum of Understanding are: United States General Services Administration (hereinafter "GSA"), including its agents, employees and contractors; Federal Highway Administration (hereinafter "FHWA"), its agents, employees and contractors; Los Angeles County Metropolitan Transportation Authority (hereinafter "METRO"), its agents, employees and contractors; California State Department of Transportation (hereinafter "CALTRANS"), its agents, employees and contractors. No third party shall have any rights hereunder.

The purpose of this MOU is to set forth the terms and process by which the PARTIES agree will govern the transfer of interests in real property for the design and construction of the PROJECT on the SITE. This MOU does not affect any other property or property interest. The PROJECT is a part of the 1-405 Sepulveda Pass Improvements Project, a design build project to construct a HOV and improvements between I-10 and US-101; specifically that part to construct the 1-405 northbound off ramp to eastbound Wilshire Blvd and the eastbound Wilshire on ramp to the northbound 1-405, and all utility relocations due to construction of ramps.

The SITE is comprised of the Federal Building and appurtenant parking structures and grounds located at 11000 Wilshire Boulevard, Los Angeles, California, under the custody and control of the GSA, including but not limited to its Federal tenants: the (b) (7) GSA and (b) (7) distribution center and public post office. The PARTIES hereto have previously entered into a "Revocable License for Non Federal Use of Real Property" in order to allow METRO and CALTRANS to perform pre-construction activities upon the SITE.

A. **GENERAL INTENT AND REQUIREMENTS:** METRO and CALTRANS require acquisition of various real property interests from GSA on the SITE in order to design and

construct the PROJECT, as well as a temporary construction easement and licenses necessary for the PROJECT, GSA will convey the requested real property interests provided that the remaining SITE, and the security operations, and environment of the Federal tenants on the Site are not adversely impacted, and the Project impact and mitigation costs and associated conveyance expenditures are assumed by CALTRANS and/or FWHHA as set forth herein.

The project is a design build project which means that these property interests may not be fully described until later in the design process. CALTRANS and METRO acknowledge that GSA will not convey any property interests that encroach within the setback distances of (b) (7)(F) the Federal Building and (b) (7)(F) the parking garage to the respective protected/defended perimeters. CALTRANS and METRO also acknowledge that GSA is planning a major rehabilitation of the SITE and requires that PROJECT related work upon the SITE be completed by December 31, 2013.

METRO and CALTRANS require access to the SITE for pre-construction activities and construction of the PROJECT. Provided that the federal tenants' security needs and mitigation measures are satisfied by the PARTIES hereto, GSA is agreeable to providing the real property interests and access thereto necessary to construct the PROJECT on the SITE, in exchange for the following compensation:

1. A Reimbursable Work Agreement (RWA) has been executed by GSA on June 3, 2011 between FHWA and GSA making available \$4,081,100 to GSA by FHWA for reimbursement of GSA expenses as described therein. Terms of the Reimbursable Work Agreement shall apply throughout the duration of the Project including satisfaction of CAL TRANS and METRO obligations as set forth in Part C, Paragraph 8.
2. The amount of \$1,654,554 shall be paid to GSA by CALTRANS as compensation for damages to the real property upon conveyance of the temporary construction easement.
3. An amount of \$1,446,700 has been set aside by CALTRANS for FHWA to add to the RWA by addendum to accommodate additional expenses incurred by GSA as a result of quantifiable impacts to the SITE such as lack of egress/ingress to or disruption of services to the SITE, restoration and repair of damages to the Federal Site not completed by Caltrans, and impacts due to any delay in completion of the project beyond December 31, 2013. (These examples are intended to be illustrative only and not an exhaustive list of possible expenses to be reimbursed under the RWA.) It is intended that GSA will draw funds under the RWA from remittance until completion of all mitigation obligations of Caltrans and FHWA.
4. On mutual agreement of all PARTIES, reasonable monetary compensation for damages or impacts exceeding the amounts greater than provided for in Paragraphs 1 through 3. (\$7,182,354.00) can be made be available.

B. REAL PROPERTY INTERESTS TO BE ACQUIRED BY CALTRANS FROM GSA FOR THE PROJECT

1. "Revocable License for Non Federal Use of Real Property" upon the SITE for non-invasive PROJECT related activities.
2. Temporary Construction Easement ("TCE").
3. Permanent Aerial Easement and Highway Easement ("Permanent Easement")

These property interests will be the subject of separate conveyances in the form of the agreements (with legal descriptions) attached hereto as Exhibit 1. METRO, CAL TRANS and FHWA acknowledge that GSA will not convey any real property interests until receipt of GSA's approval to design documents as further identified herein.

C. DESIGN REVIEW AND APPROVAL PROCESS. PARTIES AGREE TO THE FOLLOWING:

1. METRO and CAL TRANS will provide GSA with a set of design plans for the PROJECT at no cost to GSA. These plans will be provided on half size paper and in PDF, and digital 3D files provided in ACAD 2008 format. These plans shall be provided as they are 30% completed; 60% completed and/or 100% completed as follows:
 - a. SITE Survey with all known on SITE and off SITE utility and topographical data including all SITE landmarks within 200 feet of the easements to be conveyed directly affecting the SITE depicting locations of utilities and electrical vaults located on, above or under the property to be conveyed by GSA;
 - b. Layout SITE Plan indicating locations of columns drawn to scale, outlines of footings, footing depths, limits of footing excavations (including depths), limits of total project impact, locations of temporary fencing, parking spaces impacted during construction, and final proposed parking layout and fencing locations marked to show the existing and proposed location of all utilities that will be relocated as part of the PROJECT at and upon the SITE;
 - c. Grading SITE Plan indicating proposed SITE drainage design, including a Storm Water Data Report, per CAL TRANS and Los Angeles Regional Water Quality Control Board standards, existing and proposed hydrology calculations and report, drainage back-up calculations supporting the inlet locations and sizes of inlets and pipes proposed, drainage reports clearly showing all existing and proposed inlets, existing and proposed

conduits, connections to existing city and CAL TRANS facilities, watersheds for each inlet with flows and flow rates for existing and proposed conditions;

d. Profile diagram indicating the PROJECT's overpass elevations and CLEARANCES on site.

e. Overpass typical cross section indicating profile of structure, depth of footings and column aesthetic;

f. Construction phasing plan indicating temporary SITE access during construction, fencing and staging areas including access routes to staging and temporary parking layouts for all individuals entering upon the SITE to construct the PROJECT;

g. 3-D visualization of PROJECT overpass design, including existing SITE features designed to scale;

h. Time schedule of PROJECT construction activities on SITE;

i. Traffic control plans for on-SITE and off-SITE; traffic control to and from the SITE. Traffic control plans will be designed such that they match the construction phasing and time schedule. Plans should include construction limits, placement of temporary barriers and/or striping, access, circulation plans for (b) (7) and other delivery trucks, parking lot layout, etc. There will be no obstruction to the (b) (7) loading docks between the hours of 3:00 a.m. and 8:00 p.m. daily.

j. Temporary Erosion Control Plan for SITE;

k. Retaining Walls Plan for SITE;

l. Sidewalk Relocation Plan for SITE;

m. PROJECT's Landscape Plan detailing landscaping, irrigation system and other architectural amenities, if any on SITE;

n. Proposed legal descriptions and plat maps of the easements requested for the PROJECT, conforming to the 2005 Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys;

o. SITE Security Plan for pre-construction and construction activity on a 24- hour basis;

- p. Plan incorporating parking area infrastructure for (b) (7)(F) light fixtures, and related equipment into the PROJECT as it relates to the SITE; including related electrical infrastructure;
 - q. Plan for design and installation of Anti-Climb Fence as part of the permanent easement required by the PROJECT (copy of the specifications for the Anti-Climb Fence are attached as Exhibit 2); and
 - r. Plan for design and installation or replacement of bollards on SITE.
 - s. Milestones Bridge 7 and 8 attached hereto as Exhibit 3.
2. FHWA will reimburse GSA from the RWA for all of costs of contracting for professional services to review the PROJECT design with respect to Federal operations, security, circulation, access, environmental impact, valuation, mitigation and associated costs.
3. The PROJECT will not increase the surface water run-off entering onto the SITE. Any storm water upgrades on the SITE required by the Regional Water Quality Board as a result of the PROJECT will be provided by METRO.
4. CAL TRANS, METRO and GSA shall meet immediately after execution of the MOU and shall cooperate to establish a schedule for the delivery of the documents specified in Part C, Paragraph 1. Within 10 days of receipt of these documents, GSA will provide comments to METRO, CAL TRANS and FHWA regarding possible adverse impact of the PROJECT on, and to, the SITE. Comments will be carefully reviewed and considered but ultimate design decisions will be made by CALTRANS and METRO. GSA's review is for the sole purpose of protecting GSA's interests in the SITE and shall not constitute the assumption of any responsibility or liability by GSA for either the sufficiency and/or safety of the PROJECT and no third party.
- a. Commencement of Activities identified under Paragraph 1(a) through (r). CALTRANS and METRO acknowledge that they are not permitted to commence the activities pertaining to the respective deliverables identified as Paragraph 1 (a) through (r) without approval from GSA (e.g., CAL TRANS and METRO cannot commence landscaping activities until after receipt of GSA's approval of the landscaping plans.)
 - b. Commencement of Invasive Activities. Notwithstanding Paragraph 4 (a), neither CAL TRANS nor METRO shall be permitted to commence any invasive activities for Bridge 7 and 8 (as described in Exhibit 3) until after (1) receipt of approval from GSA to the Utility Relocation plan and/or relocation of utilities which are in conflict with the Project; and (2) conveyance of the TCE and/or the Permanent Easements.

- c. GSA shall convey the Permanent Easement to CALTRANS upon receipt of its approval of acceptable deliverables identified in Part C above.

5. The PARTIES agree that utilities may not be interrupted during normal business hours. METRO and CALTRANS will provide GSA with 21 days written notice of interruption of utilities during non business hours. Such notice must include the date of the planned disruption as well as the duration of the disruption. Due to the 24 hour a day operations of some federal tenants, temporary utilities must be provided by METRO and CAL TRANS for any disruption longer than two hours with normal function restored by 6 am. Telecommunication may not be disrupted for any period of time.

6. METRO and CAL TRANS shall prepare a schedule for the relocation of SITE utilities impacted by the PROJECT. METRO and CALTRANS shall be responsible for all costs and associated expenses of relocating said utilities.

7. Because of the ongoing operations at the SITE some of the documents listed above including the documents disclosing the location of underground utilities and documents detailing security plans, are "sensitive but unclassified" and shall therefore be distributed by the PARTIES on a 'need to know' basis only and in accordance with approved GSA procedures whose receipt of is hereby acknowledged by METRO, CALTRANS and FHWA

8. METRO and CAL TRANS will prepare a report documenting existing conditions at the SITE that will be impacted by the PROJECT for GSA's review and approval. This report will include current air quality, noise and vibration readings at the SITE. The report will be in written format with accompanying photographs or video. The costs of GSA's review and approval of this report shall be paid from the Reimbursable Work Agreement (attached as an Exhibit hereto). The purpose of this report is to compare conditions at the SITE before and after the PROJECT. Except as otherwise financially compensated for in Part A, Paragraph 2 of GENERAL INTENT AND REQUIREMENTS, including lost parking and tree removal, METRO and CALTRANS agree to repair, replace or restore any property at the SITE removed or damaged as a result of the PROJECT to the condition existing prior to commencement of construction. In the event of METRO and CALTRANS's failure to repair, replace or restore any such property removed or damaged by the PROJECT, GSA may, by contract or otherwise perform the work and be reimbursed in accordance with the RWA.

9. PARTIES will conduct construction management meetings periodically during the construction of the PROJECT. GSA will be provided the opportunity to inspect construction at critical milestones to ensure compliance with the final approved construction drawings. The PARTIES will work out a schedule for these meetings and inspections to occur, at a minimum, on a monthly basis.

10. METRO and CAL TRANS will provide to GSA a list of all employees, agents, contractors and vendors who will be on the SITE for pre-construction activities and construction of the PROJECT. These persons will be required to have applied for a security clearance through GSA, but will be allowed upon the SITE pending the processing of said applications with escort.

11. METRO will provide Certificates of Insurance from all general contractors working on the SITE to the PARTIES. Said Certificates of Insurance will name GSA, METRO and CAL TRANS as additional insured.

12. Because this is a design build project, design plans are incomplete. PARTIES agree to continue communication and review of mitigation measures as final design plans are developed.

13. GSA will provide (b) (7)(F) on SITE to be monitored by the (b) (7)(C). The number, location and Government specifications for these (b) (7) will be provided by GSA. FHWA will be responsible for all costs of the (b) (7) equipment and installation through the RWA. METRO and CALTRANS shall be responsible for the design, construction, coordination, costs and associated expenses of the infrastructure backbone (b) (7)(F). The (b) (7)(C) will be named as a beneficiary of the warranties for the (b) (7)(C) and related equipment and cabling. The (b) (7)(C) will install all of the associated cabling in the new duct bank to be provided by METRO and CALTRANS.

14. In order to maintain continuity and coordination with respect to this MOU, each party will appoint a single point of contact within each agency respectively for all matters pertaining to the implementation of the MOU and operational coordination between the PARTIES. Each contact shall, in turn be responsible for coordination within their respective agency.

15. Each person executing this MOU represents and warrants that they have the power and authority to execute and deliver this MOU on behalf of the party for which such execution and delivery is being made, as well as perform their obligations under this MOU.

16. This MOU may only be modified by mutual written consent of the parties hereto.

17. This MOU is effective on the date of the last signature affixed hereto.

18. The PARTIES will cooperate in the execution of any forms necessary to implement any part of this MOU.

19. None of the PARTIES waives the right to pursue any legal or equitable remedies that may be available in the event of breach of this MOU although no new rights are created hereunder.

20. This MOU shall be binding upon the PARTIES, and their successors and assignees. No party shall assign this MOU without the other parties' prior written consent.

21. If any provision of this MOU shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the MOU shall remain in full force and effect.

22. This MOU may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have hereto subscribed their names as of the date written below.

United States of America
General Services Administration

(b) (6)

By:

Title:

Date:

9/16/11

9, 10, 5

Los Angeles County Metropolitan Transportation Authority

By:

Michael Barbour

Executive Officer

Highway Project Management

Los Angeles County Metropolitan Transportation Authority

Date:

[SIGNATURES CONTINUED ON NEXT PAGE]

21. If any provision of this MOU shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the MOU shall remain in full force and effect.

22. This MOU may be executed in two or more counterparts, all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties have hereto subscribed their names as of the date written below.

United States of America
General Services Administration

By: _____
Title: _____
Date: _____

Los Angeles County Metropolitan Transportation Authority

(b) (6)

By: _____
Michael Barbour
Executive Officer
Highway Project Management
Los Angeles County Metropolitan Transportation Authority
Date: 8/26/11

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PRIOR PAGE]

California State Department of Transportation

(b) (6)

A large black rectangular redaction box covers the signature area. To the right of the box, a hand-drawn arrow points downwards towards the printed name.

Andrew P. Nierenberg
Deputy District Director
Division of Right of Way
Department of Transportation
Caltrans - District 7
Date: August 25, 2011

United States of America
Federal Highway Administration

By: _____
Vincent Mammano
Division Administrator
Federal Highway Administration

[SIGNATURES CONTINUED FROM PRIOR PAGE]

California State Department of Transportation

By: _____
Andrew P. Nierenberg
Deputy District Director
Division of Right of Way
Department of Transportation
Caltrans -District 7
Date: _____

United States of America
Federal Highway Administration

(b) (6)

By: _____
Vincent Mammiano
Division Administrator
Federal Highway Administration

8/26/11

LIST OF EXHIBITS

- Exhibit 1 Form of temporary construction easement with attached legal description ;
 Form of permanent easement (aerial and ground) with attached legal description
- Exhibit 2 Specifications for Anti-Climb Fence
- Exhibit 3 Milestones Bridge 7 and 8

EXHIBIT 1

TO THE MEMORANDUM OF UNDERSTANDING

**FORM OF EASEMENT AGREEMENTS
HIGHWAY AERIAL EASEMENT AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT**

**[SAMPLE AGREEMENTS
DO NOT SIGN]**

Permanent Easements

WHEN RECORDED MAIL TO:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FORM

HIGHWAY AERIAL EASEMENT AGREEMENT

I-405 HOV Project: Off- ramp

11000 Wilshire Blvd.,

Los Angeles, California

This HIGHWAY AERIAL EASEMENT AGREEMENT (the “**Agreement**”) is made as of _____, 2011 by UNITED GRANTEES acting by through the General Services Administration (“**Grantor**”), acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) and 40 USC 1314, as amended, and regulations and orders promulgated thereunder, in favor of the California Department of Transportation (“**Grantee**”).

Recitals

A. Servient Parcel. Grantor is the owner of that certain parcel of real property more commonly known as the 11000 Wilshire Federal Building (the “Federal Building”) and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Grantor’s Property**”).

B. Dominant Parcel. Grantee desires to demolish an existing off ramp located at the corner of Wilshire and Sepulveda Blvds. and construct a new expanded aerial on and off-ramp on a portion of Grantor’s Property as part of its I-405 HOV Project between I-10 and US-101 (the “**Project**”).

C. Mitigation Measures. Grantor's agreement to convey this Permanent Easement is conditioned upon Grantee's obligation to complete the agreed upon mitigation measures necessary to lessen the impacts of the Project upon Grantor's Property.

D. Purpose. Grantor desires to grant to Grantee an easement for the purposes of a highway on and off-ramp.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby remises, releases and quitclaims unto to Grantee, its successors and assigns, a HIGHWAY AERIAL EASEMENT (the "Highway Aerial Easement") for freeway purposes, an easement and right of way to construct, replace, inspect, maintain, repair, operate or remove an overhead freeway bridge and highway, supporting columns and footings, including any and all appurtenances thereto, over, under, upon and across a portion of the Grantor's Property (the "Easement Property") more particularly described on Exhibit B attached hereto in accordance with the plans attached as Exhibit C [NOTE: Exhibit C will show precise location of support columns and footings], together with all abutter's rights of access to and from Grantor's Property to the on and off ramp.

ALSO, TOGETHER with non-exclusive right of access to the Highway Aerial Easement for the purpose of inspection, maintaining, retrofitting and repairing said freeway structures and for inspecting the uses made of the land under the Highway Aerial Easement by way of such roads or passageways as may now or hereafter exist on Grantor's Property; provided, however, that Grantee's exercise of such right of access shall not unreasonably interfere with Grantor's use of such roads or passageways.

I. THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:

A. **PROPERTY.** The conveyance of the Easement Property is subject to all of the covenants, conditions, restrictions and reservations provided herein.

B. **CONDITION OF PROPERTY.** The Easement Property is conveyed "As Is" and "Where Is" without representation, warranty or guaranty as to quantity, quality, title, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the conveyance.

C. **THIS CONVEYANCE IS MADE SUBJECT** to all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, railroads, power lines, telephone lines and equipment,

pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and to the easements, reservations, rights and covenants reserved by GRANTOR herein, and to any facts which a physical inspection or accurate survey of the Easement Property may disclose.

II. RESERVATIONS

- A. Grantor reserves unto itself, its successors and assigns, lessees and licensees all rights in and to the airspace at an elevation higher than a plane parallel with and 30 feet above the roadway surface of said freeway structure as constructed, provided, that the use of such space shall not interfere with the enjoyment, safety and compatibility of the Highway Aerial Easement.
- B. Grantor reserves unto itself, its successors and assigns, the right to use and enjoy the area of land under and adjacent to the Highway Aerial Easement hereinabove described including the right to build, maintain, remove, demolish, replace, rebuild or alter a structure(s) provided that Grantor shall use the Easement Property without impeding, obstructing, or detracting from use and enjoyment of this easement by Grantee subject to the following: Grantor will provide a copy of its plans of proposed construction of improvements to Grantee for its review and concurrence. Absent any objections from Grantee within 30 days of receipt of the plans, Grantor shall proceed with the construction. (Where reference is made to the Easement Property in this paragraph, the term includes foundations, footings, buildings, structures, vaults, facilities, sewers, pipelines, conduits, cables, drains, walks, and any other property of the Grantor.)
- C. Grantor reserves unto itself, its successors and assigns, the right of use, maintenance, repair, replacement and upgrading of existing utility services, including but not limited to sewer, water, storm water, telecommunication, and cable, together with drainage rights through, across and under the Easement Property. Grantor does not assume any contribution obligation with respect to these reserved rights. These rights shall be for the benefit of Grantor's Property. Grantee hereby covenants to cooperate reasonably for purposes of providing continued uninterrupted utility services and drainage for the benefit of Grantor's Property.
- D. Grantor reserves unto itself, its successors and assigns, the full use and enjoyment of the Easement Property and to grant to others rights and privileges for any and all purposes affecting the easement area, provided, however, that the rights herein reserved shall not be exercised by the Grantor and similar grantee(s) in any manner which interferes unreasonably with Grantee in the use of the Easement Property for the purposes for which this easement is granted.

The right to use and enjoy said land by Grantor, its successors and assigns, shall however, be subject to the following limitations and conditions:

No use may be made of the area of land under said aerial easement hereinabove described for the manufacture or storage of flammable, volatile, explosive or corrosive substances, and such substances shall not be brought onto said land except in such quantities as are normally required for the maintenance operations of occupants of said land and except as may be transported by rail or pipelines.

E. EXCEPTING AND RESERVING THEREFROM all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within the area of land hereinabove described, together with the perpetual right of drilling, mining, exploring and operating therefore and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the area of land hereinabove described, oil or gas wells, tunnels and shafts into, through or across the subsurface of said land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells, or mines, without, however, the right to drill, mine, explore and operate through the surface or the upper 100 feet of the subsurface of said land or otherwise in such manner as to endanger the safety of any portion of the aerial on and off-ramp that may be constructed on the Easement Property.

III. AGREEMENT

A. Mitigation Measures:

1. Grantee will [Note: as part of the design process, the parties will agree to other mitigation measures which will be listed here.]

2. Separation of Property from Grantor's Parcel: Grantee shall be responsible for all costs and expenses to separate the Easement Property from the remainder of Grantor's Property and to mitigate any damages resulting from the Project to the remainder of Grantor's Property. At a minimum, Grantee agrees to the following:

a. Construction of Anti-Climb Fence. Grantee shall install permanent fencing along the boundary between the Easement Property and portions of the remainder of Grantor's Parcel. Draft specifications for the fence are attached as Exhibit attached hereto.

b. Security bollards. Grantee shall replace the bollards displaced by construction of the Project including the installation of new bollards. in the

locations specified by Grantor.

(b) (7)(F)



4. Lighting. Grantee shall provide adequate lighting at locations on Grantor's Property as designated by Grantor. Grantee, at its sole expense, shall be responsible for purchasing and installing the security light fixtures, associated conduit and electrical connections in accordance with specifications provided by Grantor. Two foot-candles of light are required and high pressure sodium lighting is unacceptable. After expiration of the applicable warranties, Grantor will be responsible for the maintenance of this lighting.

5. Landscaping, Irrigation, and Architectural Amenities. Grantee shall install landscaping, an irrigation system, and other architectural amenities (e.g., boulders, etc.) to help provide visual interest, landscape uniformity and separation/barriers between the completed Project and the remainder of Grantor's Property.

6. Signage. Grantee will relocate or replace, at Grantor's option, the sign for the Federal Site along Wilshire Boulevard to a place of unobstructed visibility to motorists and pedestrians on Wilshire Boulevard.

B. Hazardous Materials. Grantee shall not cause or permit the escape, disposal or release of any "hazardous materials" (defined below) except as permitted by law. Grantee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials except to use in the ordinary course of Grantee's business, and then only after written notice is given to Grantor of the identity of such materials and upon Grantor's consent which consent may be withheld at Grantor's sole and absolute discretion. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee, then the Grantee shall be responsible for the reasonable costs thereof. In addition, Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the Easement Property placed or released by Grantee. For purposes hereof, hazardous substances or hazardous materials shall have the meaning given such terms in the Comprehensive Environmental Response

Compensation and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended.

C. Reversion. In the event that the Easement Property is no longer needed for the purpose for which it was conveyed, then all right, title and interest shall revert to the Grantor provided and at Grantor's sole option, after notice to Grantee, Grantee shall remove such improvements and shall restore the Easement Property to its original state, or as close thereto as possible, within a reasonable time and at the expense of the Grantee. If the Grantor requires the Grantee to remove the improvements and the Grantee does not remove the improvements or restore the premises to the satisfaction of the Grantor, the Grantor may effect such action and the Grantee agrees to pay all costs and expenses for such action.

D. Indemnification. Grantee shall indemnify, protect, defend and hold Grantor and its employees harmless from and against all costs, expense, liability and claims for damage to or loss of property (including Grantee's property) or injury to or death of persons directly or indirectly resulting from anything occurring from any cause on or about the Easement Property, in connection, with the use, maintenance or operation of the highway aerial easement.

E. Binding. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor and Grantee.

F. Dominant Parcel. The easement granted herein shall be appurtenant to the Dominant Parcel.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTOR:

**UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE
GENERAL SERVICES ADMINISTRATION**

By: _____

Name:

Title: CONTRACTING OFFICER

Date:

GRANTEE:

The California Department of Transportation

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (79559-1):

That portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Beginning at the Southwesterly terminus of that certain course described as having a bearing and distance of S 9° 39' 55" W, 330.89 feet, in the Southeasterly boundary of the land described in Unit 1 (State Parcel No. 1008), acquired by the State of California by deed, recorded on May 4, 1967, in Book D3633, page 680 of Official Records, in said office, said course having a bearing of N 9° 51' 14" E for the purpose of this description; thence N 22° 12' 52" E, 310.26 feet; thence N 35° 25' 22" W, 247.62 feet; thence Northeasterly along a non-tangent curve concave Southeasterly and having a radius of 60.00 feet from a tangent which bears N 29° 00' 41" E, through an angle of 21° 16' 19", an arc distance of 22.28 feet; thence tangent N 50° 17' 00" E, 64.77 feet; thence N 53° 32' 26" E, 78.75 feet; thence Northeasterly along a tangent curve concave Southeasterly and having a radius of 2040.00 feet through an angle of 3° 22' 39", an arc distance of 120.25 feet; thence Northeasterly along a non-tangent curve concave Southeasterly and having a radius of 1949.00 feet from a tangent which bears N 58° 27' 29" E, through an angle of 3° 15' 16", an arc distance of 110.70 feet to that certain concentric curve in the Southeasterly boundary of the land described in Parcel 2-5 of deed, recorded on September 23, 1969, in Book D4505, page 596, et seq., of Official Records, in said office; thence Southwesterly

along said certain curve concave Southeasterly and having a radius of 1950.00 feet through an angle of 8° 11' 57", an arc distance of 279.05 feet to the beginning of said certain curve as described in said deed; thence continuing along said Southeasterly boundary S 55° 49' 55" W, 139.96 feet to that certain course described as having a bearing and distance of S 34° 21' 37" E, 220.00 feet, in the Northeasterly boundary of said acquired land; thence along said boundary S 34° 10' 18" E, 209.98 feet to the most Easterly corner of said acquired land; thence along the Southeasterly boundary of said acquired land S 9° 51' 14" W, 330.89 feet to the point of beginning.

PARCEL 2 (79559-2):

That portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Commencing at the Northeasterly terminus of that certain course described as having a bearing and distance of S 54° 23' 13" W, 90.00 feet, in the Southeasterly boundary of the land described in Unit 1 (State Parcel No. 1008), acquired by the State of California by deed, recorded on May 4, 1967, in Book D3633, page 680 of Official Records, in said office; thence along said certain course S 54° 34' 32" W, 29.06 feet to the TRUE POINT OF BEGINNING; thence Northeasterly along a non-tangent curve concave Northwesterly and having a radius of 127.15 feet from a tangent which bears N 63° 29' 02" E, through an angle of 70° 20' 50", an arc distance of 156.11 feet to the Southeasterly line of the land described hereinabove in State Parcel No.

79559-1 as having a bearing and distance of N 22° 12' 52" E, 310.26 feet; thence along said Southeasterly line N 22° 12' 52" E, 158.81 feet; thence S 35° 25' 22" E, 40.23 feet; thence Southerly along a non-tangent curve concave Westerly and having a radius of 246.08 feet from a tangent which bears S 35° 28' 15" E, through an angle of 45° 07' 08", an arc distance of 193.78 feet; thence non-tangent S 9° 42' 09" W, 132.73 feet; thence S 14° 46' 11" W, 136.53 feet; thence S 9° 38' 39" W, 49.73 feet to the Northeasterly line of the land described in Parcel 21-6 of deed, recorded on September 23, 1969, in Book D4505, page 596, of Official Records, in said office; thence along said Northeasterly line N 35° 25' 28" W, 80.36 feet; thence N 9° 42' 08" E, 205.79 feet; thence Southwesterly along a non-tangent curve concave Northwesterly and having a radius of 200.10 feet from a tangent which bears S 29° 22' 23" W, through an angle of 42° 50' 20", an arc distance of 149.61 feet to the last said Northeasterly line; thence along said Northeasterly line N 35° 25' 28" W, 65.08 feet to the Southeasterly boundary of said acquired land; thence along said boundary N 54° 34' 32" E, 40.94 feet to the TRUE POINT OF BEGINNING.

Temporary Construction Easement

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

U.S. GENERAL SERVICES
ADMINISTRATION
Public Buildings Service
Property Disposal Division (9PR)
450 Golden Gate Avenue, Fourth Floor East
San Francisco, California 94102-3434

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Temporary Easement") made this ____ day of __, 2011, between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) AND 40 USC 1314, as amended, and regulations and orders promulgated thereunder, (hereinafter referred to as "GRANTOR"), and California Department of Transportation (hereinafter referred to as "GRANTEE").

RECITALS

- A. Grantor is the owner of the 11000 Wilshire Federal Building, which includes approximately 28.2 acres, located at the corner of Wilshire and Sepulveda (the "Federal Site").
- B. Grantee has secured Federal-aid funding for the I-405 HOV Project between I-10 and US-101. As part of this I-405 expansion, Caltrans desires to demolish the current off ramp located at Wilshire Boulevard and Sepulveda Boulevard in Los Angeles, California

to construct a new Northbound I-405 on- and off- ramp at Eastbound Wilshire Boulevard (the "Project").

- C. Grantor is planning a major rehabilitation of the federal building located on the Federal Site. Grantee acknowledges that it must complete the Project and remove all of its operations by no later than twenty four months after the conveyance of the Temporary Easement.
- D. Grantee has requested permanent and temporary construction easements necessary for the construction of the Project. Grantee will construct the Project on property to be conveyed pursuant to a permanent easement upon Grantor's approval of plans of the Project. Grantee has also requested a temporary construction easement as a staging and laydown area for the construction of the Project.
- E. Grantee intends to provide certain specified design documents to Grantor for its review and concurrence. The purpose of this review process is to minimize the Project's disruption to the occupants of the Property and the impact to the Federal Site and to permit Grantee to undertake certain limited construction activities prior to the conveyance of a permanent easement.

NOW, THEREFORE, subject to the covenants, conditions, restrictions and reservations set forth below, the GRANTOR in consideration of the covenants, conditions, restrictions and reservations does hereby remise, release and quitclaim unto Grantee, without warranty express or implied, a nonexclusive temporary easement in, to, over, under, across and on that certain real property as described on Exhibit A attached hereto (the "Temporary Easement Property") for valuable consideration.

The conveyance to Grantee herein is subject to all of the covenants, conditions, restrictions and reservations provided in this instrument and is for the purposes set forth below (herein collectively referred to as the "Temporary Easement").

1. Purpose of Temporary Easement: The purpose of this Temporary Easement is to permit only the following: staging, lay down, storage, parking of construction vehicles, unloading, and placement or marshaling of materials and equipment required for the Project. Notwithstanding any licenses issued to Grantee for the sole purpose of subsurface utility and geotechnical investigation, Grantee shall not be permitted to undertake any excavation or other invasive work on any portion of the Federal Site except as expressly stated herein. Grantee shall deliver to Grantor the following, on half size (11"x17") paper and in PDF, and digital 3D

files shall be provided in ACAD 2008 format at 30%, 60%, and 100% completion, showing the following:

- a. Site Survey with all on-site and off-site utility and topographical data including all site landmarks within 200 feet of the Federal Site or directly affecting the Federal Site depicting locations of utilities and electrical vaults located on, above or under the Temporary Easement Property.
- b. Layout Site Plan indicating locations of columns drawn to scale, outlines of footings, footing depths, limits of footing excavations (including depths), limits of total project impact, locations of temporary fencing, number of parking spaces impacted during construction, and final proposed parking layout and fencing locations, marked to show the actual and proposed location of all utilities that Grantee intends to relocate.
- c. Profile diagram indicating overpass elevations and clearances.
- d. Construction phasing plan indicating temporary site access during construction, fencing and staging areas including access routes to staging and temporary parking layouts.
- e. Time schedule of construction activities.
- f. Traffic control plans for on-site and off-site traffic control. Traffic control plans should be designed such that they match the construction phasing and time schedule. Plans should include construction limits, placement of temporary barriers and/or striping, access, circulation plans for (b) (7) and other delivery trucks, parking lot layout, etc. There may be no obstruction to the (b) (7) loading docks between the hours of 3:00 a.m. and 8:00 p.m. daily.
- g. Temporary Erosion Control plan.
- h. Subsurface survey showing underground utilities and electrical vaults.
- i. Security plan during and after construction.
- j. Plan incorporating parking area infrastructure for (b) (7)(F) (b) (7)(F) lighting fixtures, and related equipment into the overall design of the Project together with the related electrical infrastructure.

- k. Location of the Anti-Climb Fence that separates the Project from the remainder of Grantor's Property.

Upon GSA's concurrence to the documents specified herein, Grantor shall permit Grantee to commence excavation or other invasive work as specified in subsequent written notices to proceed issued to Grantee. Any review, approval, inspection or examination by Grantor of any such item is for the sole purpose of protecting Grantor's interests in the Federal Site and shall not constitute the assumption of any responsibility by Grantor for either the sufficiency and safety of the Project and no third party including FHWA or Caltrans shall have any rights hereunder.

2. Uses by Grantor. This Temporary Easement shall not interfere with vehicular and pedestrian egress and ingress by Grantor and its invitees and other uses by the Grantor.
3. Groundwater Monitoring Well. Grantor hereby discloses to Grantee the presence (b) (7)(F) pre-existing groundwater monitoring well (MW-2), as more particularly described in the Final Groundwater Sampling and Analysis, Federal Office Building Complex, 11000 Wilshire Boulevard, Los Angeles, CA, dated February 28, 2011, (copy provided to Grantee, receipt of which is hereby acknowledged by Grantee) and located on a portion of the Temporary Easement Property in the parking lot at the (b) (7)(F). (b) (7)(F) Grantee shall not 1) disturb or cause to be disturbed the groundwater monitoring well and related infrastructure or equipment, 2) use or access the groundwater, and 3) conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface, without prior written approval of Grantor.
4. Separation of Temporary Construction Easement Area. Grantee shall separate the Temporary Construction Property from the remainder of Grantor's property by the installation of an 8 feet high chain-link fence, dust barrier, site security lighting, protective devices, barricades, temporary railing (Type K), portable changeable message signs (CMS) and warning signs as necessary for the safety of the Grantor's tenants and invitees.
5. Character of Easement. The term of the Temporary Easement shall commence upon recordation hereof and shall terminate automatically no later than twenty four months after Grantor's execution hereof.
6. Termination of Easement. Grantee shall, at the request of Grantor, confirm the termination of the Temporary Easement by executing and acknowledging a

declaration of abandonment in recordable form with respect to the Temporary Easement. Grantee acknowledges that the federal building located on Grantor's Property will be undergoing a major rehabilitation and its failure to vacate Grantor's Parcel on a timely basis will cause Grantor to incur substantial costs. Grantee agrees to reimburse Grantor for any costs it incurs as a result of failure by Grantee to vacate the Temporary Easement Property upon termination of this Temporary Easement.

7. Termination for Default. All or any part of this Temporary Easement may be terminated by Grantor for failure to comply with any or all of the terms and conditions of this Temporary Easement. In the event of noncompliance, the Grantor will notify the Grantee in writing of the corrections needed, and the Grantee shall have a period of 10 days from the date of the notice, to complete corrective action. Failure to take corrective action within the 10-day period (or such extension period if granted by the Grantor), will require payment to Grantor, for any and all costs and expenses associated with corrective actions taken by the Grantor as a result of Grantee's failure to take the required corrective action.
8. Security. Grantee shall undertake whatever measures are necessary, including hiring security guards, to secure the area subject to this Temporary Construction Easement. Grantor shall not be liable to Grantee, its employees or its contractors, for loss of or damage to any property of Grantee or its subcontractors by theft or otherwise nor for any injury or damage to persons or property resulting from any cause of whatsoever nature unless due to the gross negligence of Grantor or its employees.
9. Continuous operations during construction. Grantee agrees that construction of the Project may not interfere with operations at on Grantor's Parcel. These operations include, but are not limited to (b) (7) distribution activities (3:00 a.m. to 8:00 p.m. daily), communications systems including radio transmission and reception, and general egress and ingress to the site.
10. Ingress/Egress. Grantee shall be responsible in managing traffic in order to ensure uninterrupted and undiminished ingress/egress by any means (vehicular, pedestrian, bicycle, etc.) to Grantor's Parcel at all times during and after construction of the Project, including the loading docks at the (b) (7) distribution center ((b) (7) distribution center") and the federal building (the "Federal Building"), located on Grantor's Parcel. This includes ingress and egress to Sepulveda Boulevard and Veterans Boulevard. Access must be ensured on a 24 hour basis. A minimum of two ingress/egress locations shall be provided to the

(b) (7) distribution center. Ingress and egress at Sepulveda Boulevard from November through January is of particular concern to the (b) (7)

11. Creating temporary and permanent entrances. If it is necessary for Grantee to create temporary entrances to Grantor's Parcel, or to relocate permanent entrances to Grantor's Parcel, all driveways and turn radii must be of a width to accommodate the largest trucks of 9' wide by 80' long. Clearance under any flyovers must be a minimum of 16'-6."
12. Access to tanks. Access to all tanks, including but not limited to, the (b) (7)(F) tanks adjacent to the (b) (7)(F) and the underground water tank adjacent to the Federal Building cannot be disrupted.
13. Air Quality, Noise, and Vibration. Grantee shall protect the air intakes and supply for the Federal Building from dust and debris. Air quality within the Federal Building shall at all times during the construction of the Project be equal to or better than the air quality identified in the Existing Conditions Report. At all times, air quality and noise levels within Federal Building shall conform to the standards provided in OSHA 29 CFR § 1941.95 - Occupational Noise Exposure and OSHA 29 CFR § 1910.1000(Subpart Z) – Air Contaminants.
14. Maintenance. Grantee will be responsible for maintaining the Temporary Easement Property in good and suitable condition, especially those areas that are visible to the public.
15. Repair and Restoration. Upon completion of the Project, Grantee shall timely return the Temporary Easement Property and all portions of Grantor's Parcel (including personal property) affected by its use to a condition fully equal to the condition in which it existed prior to the commencement of this Temporary Construction Easement in accordance with the existing conditions report prepared by the parties hereto.
16. Hazardous Materials. Grantee shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Grantee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials except to use in the ordinary course of Grantee's business, and then only after written notice is given to Grantor of the identity of such materials and upon

Grantor's consent which consent may be withheld at Grantor's sole and absolute discretion. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee during the term of this Temporary Easement, then the Grantee shall be responsible for the reasonable costs thereof. In addition, Grantee shall execute affidavits, representations and the like from time to time at Grantor's request concerning Grantee's best knowledge and belief regarding the presence of hazardous materials on the Easement Property placed or released by Grantee.

17. Indemnification. Grantee shall defend, protect, indemnify and save harmless the Grantor, and its employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the Project, or any other act or omission of Grantee, including failure to comply with the obligations of the Temporary Construction Easement.
18. Insurance. In addition, Grantee shall include the Grantor as an additional insured on all liability insurance policies that it requires from all of its contractors working in the Temporary Easement Property; copies of policies shall be provided to the Grantor prior to the commencement of any construction work by Grantee.
19. Security Clearance. Grantee shall ensure that all individuals entering the Temporary Easement Property under this Temporary Easement shall have obtained the security clearance process required by Grantor. In lieu of security clearance, Grantee may request that Grantor post a security guard in the event that Grantee opts to permits individuals, who have not yet completed the security clearance process, to enter the Temporary Easement Property. Grantee shall be responsible for the costs and expenses of all necessary security guards.
20. Survival. The terms and provisions herein shall survive the expiration of the Temporary Easement.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (79559-1):

A temporary EASEMENT upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Beginning at the Southwesterly terminus of that certain course described as having a bearing and distance of S 9° 39' 55" W, 330.89 feet, in the Southeasterly boundary of the land described in Unit 1 (State Parcel No. 1008), acquired by the State of California by deed, recorded on May 4, 1967, in Book D3633, page 680 of Official Records, in said office, said course having a bearing of N 9° 51' 14" E for the purpose of this description; thence N 22° 12' 52" E, 310.26 feet; thence N 35° 25' 22" W, 247.62 feet; thence Northeasterly along a non-tangent curve concave Southeasterly and having a radius of 60.00 feet from a tangent which bears N 29° 00' 41" E, through an angle of 21° 16' 19", an arc distance of 22.28 feet; thence tangent N 50° 17' 00" E, 64.77 feet; thence N 53° 32' 26" E, 78.75 feet; thence Northeasterly along a tangent curve concave Southeasterly and having a radius of 2040.00 feet through an angle of 3° 22' 39", an arc distance of 120.25 feet; thence Northeasterly along a non-tangent curve concave Southeasterly and having a radius of 1949.00 feet from a tangent which bears N 58° 27' 29" E, through an angle of 3° 15' 16", an arc distance of 110.70 feet to that certain concentric curve in the Southeasterly boundary of the land described in Parcel 2-5 of deed, recorded on September 23, 1969, in Book D4505, page 596, et seq., of Official Records, in said office; thence Southwesterly

along said certain curve concave Southeasterly and having a radius of 1950.00 feet through an angle of 8° 11' 57", an arc distance of 279.05 feet to the beginning of said certain curve as described in said deed; thence continuing along said Southeasterly boundary S 55° 49' 55" W, 139.96 feet to that certain course described as having a bearing and distance of S 34° 21' 37" E, 220.00 feet, in the Northeasterly boundary of said acquired land; thence along said boundary S 34° 10' 18" E, 209.98 feet to the most Easterly corner of said acquired land; thence along the Southeasterly boundary of said acquired land S 9° 51' 14" W, 330.89 feet to the point of beginning.

PARCEL 2 (79559-2):

A temporary EASEMENT upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Commencing at the Northeasterly terminus of that certain course described as having a bearing and distance of S 54° 23' 13" W, 90.00 feet, in the Southeasterly boundary of the land described in Unit 1 (State Parcel No. 1008), acquired by the State of California by deed, recorded on May 4, 1967, in Book D3633, page 680 of Official Records, in said office; thence along said certain course S 54° 34' 32" W, 29.06 feet to the TRUE POINT OF BEGINNING; thence Northeasterly along a non-tangent curve concave Northwesterly and having a radius of 127.15 feet from a tangent which bears N 63° 29' 02" E, through an angle of 70° 20' 50", an arc distance of 156.11 feet to the Southeasterly line of the land described hereinabove in State Parcel No.

79559-1 as having a bearing and distance of N 22° 12' 52" E, 310.26 feet; thence along said Southeasterly line N 22° 12' 52" E, 158.81 feet; thence S 35° 25' 22" E, 40.23 feet; thence Southerly along a non-tangent curve concave Westerly and having a radius of 246.08 feet from a tangent which bears S 35° 28' 15" E, through an angle of 45° 07' 08", an arc distance of 193.78 feet; thence non-tangent S 9° 42' 09" W, 132.73 feet; thence S 14° 46' 11" W, 136.53 feet; thence S 9° 38' 39" W, 49.73 feet to the Northeasterly line of the land described in Parcel 21-6 of deed, recorded on September 23, 1969, in Book D4505, page 596, of Official Records, in said office; thence along said Northeasterly line N 35° 25' 28" W, 80.36 feet; thence N 9° 42' 08" E, 205.79 feet; thence Southwesterly along a non-tangent curve concave Northwesterly and having a radius of 200.10 feet from a tangent which bears S 29° 22' 23" W, through an angle of 42° 50' 20", an arc distance of 149.61 feet to the last said Northeasterly line; thence along said Northeasterly line N 35° 25' 28" W, 65.08 feet to the Southeasterly boundary of said acquired land; thence along said boundary N 54° 34' 32" E, 40.94 feet to the TRUE POINT OF BEGINNING.

PARCEL 3 (79559-3):

An EASEMENT for temporary construction purposes upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Beginning at the Northeasterly terminus of that certain course described as having a bearing and distance of N 22° 12' 52" E, 310.26 feet, in the Southeasterly boundary of the land described in State Parcel No. 79559-1; thence Northwesterly and Northeasterly along the Easterly boundary of said parcel through the following six courses and distances: (1) N 35° 25'

22" W, 247.62 feet and (2) Northeasterly along a non-tangent curve concave Southeasterly and having a radius of 60.00 feet from a tangent which bears N 29° 00' 41" E, through an angle of 21° 16' 19", an arc distance of 22.28 feet and (3) tangent N 50° 17' 00" E, 64.77 feet and (4) N 53° 32' 26" E, 78.75 feet and (5) Northeasterly along a tangent curve concave Southeasterly and having a radius of 2040.00 feet through an angle of 3° 22' 39", an arc distance of 120.25 feet and (6) Northeasterly along a non-tangent curve concave Southeasterly and having a radius of 1949.00 feet from a tangent which bears N 58° 27' 29" E, through an angle of 3° 15' 16", an arc distance of 110.70 feet to a point in the Southeasterly boundary of the land described in Parcel 2-5 of deed, recorded on September 23, 1969, in Book D4505, page 596, et seq., of Official Records, in said office, said point also being the most Easterly corner of land described in State Parcel No. 79559-1; thence Northeasterly along said Southeasterly boundary and Northeasterly along the Northerly line of Lot 12 of said Block 13, also being the Southeasterly line of Wilshire Boulevard, and Southeasterly along the Southwesterly boundary of the land described in Parcel 2-4 of last said deed, also being the Southwesterly line of Veteran Avenue through the following four courses and distances:

(1) Northeasterly along a curve concave Southeasterly, having a radius of 1950.00 feet through an angle of 8° 30' 54", an arc distance of 289.80 feet and (2) tangent N 72° 32' 45" E, 179.54 feet and (3) Southeasterly along a tangent curve concave Southwesterly and having a radius of 25.00 feet through an angle of 74° 33' 34", an arc distance of 32.53 feet and (4) Southeasterly along a reverse curve concave Northeasterly and having a radius of 3043.00 feet through an angle of 0° 28' 02", an arc distance of 24.81 feet; thence along the prolongation of a radial line of said curve S 56° 38' 17" W, 18.56 feet; thence N 85° 45' 11" W, 90.10 feet to a line parallel with said Southeasterly line of Wilshire Boulevard, and distant Southeasterly 14.00 feet, measured at right

angles, from said Southeasterly line; thence along said parallel line S 72° 32' 45" W, 108.79 feet to a tangent curve being concentric with and distant Southeasterly 14.00 feet, measured radially, from that certain curve along said Southeasterly line of Wilshire Boulevard hereinabove described as having a radius of 1950.00 feet; thence Southwesterly along said tangent curve concave Southeasterly and having a radius of 1936.00 feet through an angle of 8° 58' 16", an arc distance of 303.13 feet to a non-tangent curve being concentric with and distant Southeasterly 16.00 feet, measured radially, from the Northeasterly continuation of that certain curve hereinabove described as having a radius of 2040.00 feet; thence Southwesterly along said non-tangent curve concave Southeasterly and having a radius of 2024.00 feet from a tangent which bears S 59° 33' 55" W, through an angle of 6° 01' 29", an arc distance of 212.82 feet to a line parallel with and distant Southeasterly 16.00 feet, measured at right angles, from the course hereinabove described as having a length of 78.75 feet; thence along said parallel line S 53° 32' 26" W, 78.30 feet to a line parallel with and distant Southeasterly 16.00 feet, measured at right angles, from the course hereinabove described as having a length of 64.77 feet; thence along said parallel line S 50° 17' 00" W, 64.31 feet to a tangent curve being concentric with and distant Southeasterly 16.00 feet, measured radially, from that certain curve hereinabove described as having a radius of 60.00 feet; thence Southwesterly along said tangent curve concave Southeasterly and having a radius of 44.00 feet through an angle of 22° 35' 07", an arc distance of 17.34 feet to a line parallel with and distant Northeasterly 6.00 feet, measured at right angles, from the course hereinabove described as having a length of 247.62 feet; thence along said parallel line S 35° 25' 22" E, 243.15 feet to a line parallel with and distant Southeasterly 12.00 feet, measured at right angles, from that certain course hereinabove described as having a length of 310.26 feet; thence

along said parallel line S 22° 12' 52" W, 7.21 feet; thence Southeasterly along a non-tangent curve concave Southwesterly and having a radius of 514.00 feet from a tangent which bears S 34° 16' 17" E, through an angle of 10° 37' 14", an arc distance of 95.28 feet; thence non-tangent N 53° 56' 52" E, 18.20 feet; thence S 36° 05' 48" E, 110.51 feet; thence S 54° 34' 38" W, 68.40 feet; thence at right angles S 35° 25' 22" E, 17.10 feet; thence at right angles S 54° 34' 38" W, 15.65 feet; thence S 8° 54' 04" W, 20.97 feet; thence S 36° 05' 50" E, 59.45 feet; thence S 53° 52' 40" W, 45.05 feet; thence S 35° 25' 22" E, 87.10 feet; thence at right angles S 54° 34' 38" W, 146.14 feet to that certain course described as having a bearing and distance of S 14° 46' 11" W, 136.53 feet, in the Southeasterly boundary of the land described in State Parcel No. 79559-2; thence Northeasterly, Northerly and Northwesterly along the Southeasterly, Easterly and Northeasterly line of last said State Parcel through the following four courses and distances: (1) Northeasterly along last said certain course N 14° 46' 11" E, 115.21 feet and (2) N 9° 42' 09" E, 132.73 feet and (3) Northwesterly along a non-tangent curve concave Westerly and having a radius of 246.08 feet from a tangent which bears N 9° 38' 53" E, through an angle of 45° 07' 08", an arc distance of 193.78 feet and (4) N 35° 25' 22" W, 40.23 feet to that certain course hereinabove described as having a length of 310.26 feet, said point also being the most Northerly corner of the land described in State Parcel No. 79559-2; thence along said course N 22° 12' 52" E, 30.34 feet to the point of beginning.

PARCEL 4 (79559-4):

An EASEMENT for temporary construction purposes upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Beginning at the Northeasterly terminus of that certain course described as having a bearing and distance of S 54° 23' 13" W, 90.00 feet, in the Southeasterly boundary of the land described in Unit 1 (State Parcel No. 1008), acquired by the State of California by deed, recorded on May 4, 1967, in Book D3633, page 680 of Official Records, in said office; thence along said certain course S 54° 34' 32" W, 29.06 feet; thence Northeasterly along a non-tangent curve concave Northwesterly and having a radius of 127.15 feet from a tangent which bears N 63° 29' 02" E, through an angle of 70° 20' 50", an arc distance of 156.11 feet to the Southeasterly line of the land described in State Parcel No. 79559-1 as having a bearing and distance of N 22° 12' 52" E, 310.26 feet; thence along said Southeasterly line S 22° 12' 52" W, 121.11 feet to the point of beginning.

PARCEL 5 (79559-5):

An EASEMENT for temporary construction purposes upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Commencing at the most Southerly corner of land described in State Parcel No. 79559-2, also being a point in the Northeasterly line of the land described in Parcel 21-6 of deed, recorded

in Book D4505, page 596, of Official Records, in said office; thence Northwesterly along said Northeasterly line N 35° 25' 28" W, 80.36 feet to the TRUE POINT OF BEGINNING; thence N 9° 42' 08" E, 205.79 feet; thence Southwesterly along a non-tangent curve concave Northwesterly and having a radius of 200.10 feet from a tangent which bears S 29° 22' 23" W, through an angle of 42° 50' 20", an arc distance of 149.61 feet to the last said Northeasterly line; thence along said Northeasterly line S 35° 25' 28" E, 135.55 feet to the TRUE POINT OF BEGINNING.

PARCEL 6 (79559-6):

An EASEMENT for temporary construction purposes upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Commencing at the Southeasterly terminus of that certain course described as having a bearing and distance of N 35° 25' 22" W, 247.62 feet, in the Northeasterly boundary of the land described in State Parcel No. 79559-1; thence N 35° 25' 22" W, 87.67 feet; thence at right angles N 54° 34' 38" E, 129.17 feet to the TRUE POINT OF BEGINNING; thence at right angles S 35° 25' 22" E, 35.00 feet; thence at right angles N 54° 34' 38" E, 21.00 feet; thence at right angles N 35° 25' 22" W, 35.00 feet; thence at right angles S 54° 34' 38" W, 21.00 feet to the TRUE POINT OF BEGINNING.

PARCEL 7 (79559-7):

An EASEMENT for temporary ingress and egress for construction purposes upon, over and across that portion of Block 13 of the Rancho San Jose de Buenos Ayres, in the County of

Los Angeles, State of California, as shown on map recorded in Book 52, page 9, et seq., of Miscellaneous Records, in the office of the Registrar-Recorder/County Clerk of said county, described as follows:

Commencing at the Southeasterly terminus of that certain course described as having a bearing and distance of N 35° 25' 22" W, 247.62 feet, in the Northeasterly boundary of the land described in State Parcel No. 79559-1; thence N 35° 25' 22" W, 87.67 feet; thence at right angles N 54° 34' 38" E, 129.17 feet; thence at right angles S 35° 25' 22" E, 0.97 feet to the TRUE POINT OF BEGINNING; thence continuing along said course S 35° 25' 22" E, 34.03 feet; thence S 9° 25' 28" W, 100.76 feet; thence S 31° 52' 36" W, 64.64 feet to that certain curve having a radius of 514.00 feet as described hereinabove in State Parcel No. 79559-3; thence Northwesterly along said curve from a tangent which bears N 30° 59' 02" W, through an angle of 2° 58' 06", an arc distance of 26.63 feet to a line parallel with and distant Northwesterly 24.00 feet, measured at right angles, from the course hereinabove described as having a length of 64.64 feet; thence along said parallel line N 31° 52' 36" E, 48.35 feet to a line parallel with and distant Northwesterly 24.00 feet, measured at right angles, from the course hereinabove described as having a length of 100.76 feet; thence along said parallel line N 9° 25' 28" E, 120.13 feet to the TRUE POINT OF BEGINNING.

The bearings and distances, except noted as ground distance, in the above descriptions are on the California Coordinate System of 1983, Zone 5. Divide said distances by 0.99998 to obtain ground level distances.

EXHIBIT 2

TO THE MEMORANDUM OF UNDERSTANDING

Anti-Climb Fence Specifications

(b) (7)(F)



EXHIBIT 3

TO THE MEMORANDUM OF UNDERSTANDING

MILESTONES FOR BRIDGE 7 AND 8

**I-405 Sepulveda Pass Widening Project
Westbound Wilshire Blvd. Off-Ramp
(Bridge 7) Milestones**

(b) (5)



**I-405 Sepulveda Pass Widening Project
Westbound Wilshire Blvd. On-Ramp
(Bridge 8) Milestones
August 16, 2011**

(b) (5)



ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.

GS-09P-08-KN-C-0038

2. DATE OF CONTRACT

AUG 28, 2008

3b. TELEPHONE NO. (Include Area Code)

3a. NAME OF ARCHITECT-ENGINEER

RIM ARCHITECTS (CALIFORNIA), INC.

DUNS:

(b) (4)

3c. ADDRESS OF ARCHITECT-ENGINEER (Include ZIP Code)

118 2ND ST FL 2

SAN FRANCISCO CA 941053620

4. DEPARTMENT OR AGENCY AND ADDRESS (Include ZIP Code)

ADDRESS CODE: 9PT

GSA, PUBLIC BUILDINGS SERVICE

PORTFOLIO MANAGEMENT DIVISION, 9PT

450 GOLDEN GATE AVE, 3RD FLOOR EAST

SAN FRANCISCO CA 94102

Sheila Williams

415-522-3376

sheila.williams@gsa.gov

5. PROJECT TITLE AND LOCATION

Design Review Services

U.S. Federal Building 11000 Wilshire Blvd. SF, CA

6. CONTRACT FOR (General description of services to be provided)

7. CONTRACT AMOUNT (Express in words and figures)

\$45,506.00

Forty five thousand five hundred six and no/100

8. NEGOTIATION AUTHORITY

FAR 15.404(4)(i)(B)

9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA

See Schedule

10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

See Attached Schedule

If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A	(b) (6)	ERIC R. NELSON PRINCIPAL
B		
C		
D		
12. THE UNITED STATES OF AMERICA		
		Contracting Officer

ORDER FOR SUPPLIES AND SERVICES

REQUISITION/REFERENCE NUMBER

9P3PSLC121002

PAGE OF PAGES

1

2

1. DATE OF ORDER

2. ORDER NUMBER

GS-P-09-12-NP-5003

3. CONTRACT NUMBER

GS-09P-09-KS-D-0074

4. PDN NUMBER

PJ2J00481

JAN 03 2012

FOR
GOVERNMENT
USE
ONLY

5. ACCOUNTING AND APPROPRIATION DATA

See Schedule

FUND	FUNCTION CODE	B/A CODE	CC-A	C/E CODE	FY	REGION
CC-B	PROJ./PROS NO.	O/C CODE	ORG. CODE	W/ITEM	PRT./CRFT	

6. TO: CONTRACTOR (Name, address and zip code)

APSI CONSTRUCTION MANAGEMENT
8885 RESEARCH
IRVINE CA 926182831

(b) (4)

7. TYPE OF ORDER

A. ☐ PURCHASE

Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.

B. ☒ DELIVERY (For Supplies)

This delivery order is issued subject to the terms and conditions of the above numbered contract.

C. ☐ TASK ORDER (For Services)

This task order is issued subject to the terms and conditions of the above numbered contract.

D. MODIFICATION NUMBER

AUTHORITY FOR ISSUING

Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.

9B. START DATE:

9C. COMPLETION DATE: DEC 30, 2013

12. SHIP TO (Consignee Address, Zip Code and Telephone Number)

9P3PSLC

Ashok N. Apte (949) 679-0202

8A. Data Universal Numbering System (DUNS) Number

(b) (4)

8B. Taxpayer Identification Number (TIN)

(b) (4)

9A. BUSINESS CLASSIFICATION

- ☒ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. SMALL DISADVANTAGED
☐ d. WOMAN-OWNED ☐ e. HUBZone ☒ f. EMERGING SMALL
☐ g. VETERAN ☐ h. SERVICE DISABLED VETERAN

10. ISSUING OFFICE (Address, Zip Code, and Telephone Number)

9P3PSLC

GSA, LASC, CONSTRUCTION SERVICES BR.
300 N. LOS ANGELES STREET, SUITE 4100
LOS ANGELES CA 90012-3308

11. REMITTANCE ADDRESS (MANDATORY)

APSI CONSTRUCTION MANAGEMENT
8885 RESEARCH
IRVINE CA 92618

(b) (4)

GSA, LASC, CONSTRUCTION SERVICES BR.
300 N. LOS ANGELES STREET, SUITE 4100
LOS ANGELES CA 90012-3308

13. PLACE OF INSPECTION AND ACCEPTANCE

14. REQUISITION OFFICE (Name, Symbol and Telephone Number)

9P3PSLC

15. F.O.B. POINT

Destination

16. GOVERNMENT B/L NUMBER

17. DELIVERY F.O.B. POINT

DEC 30, 2013

18. PAYMENT/DISCOUNT TERMS

0 Days 0% Net 30

19. SCHEDULE

ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Effective Date: JAN 03 2012 See Continuation Page for Line Item Details.				

20. RECEIVING OFFICE (Name, Symbol and Telephone Number)

TOTAL
FROM
300-A(s)

\$461,052.00

21. MAIL INVOICE TO: (Electronic Invoice Preferred)

BCFA

22. GROSS SHIP WEIGHT

GRAND
TOTAL

\$461,052.00

PBS PAYMENTS BRANCH
P.O. BOX 17181
FORT WORTH TX 76102-0181

23. SHIPPING POINT

24A. FOR INQUIRIES REGARDING PAYMENT CONTACT:

Heather A. Caney

24B. TELEPHONE NUMBER

619-557-7720

25A. NAME AND TITLE OF OFFEROR/CONTRACTOR

26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER)

Heather A. Caney

25B. SIGNATURE

25C. DATE SIGNED

26B.

26C. DATE SIGNED

1/3/12

GENERAL SERVICES ADMINISTRATION

A 300 (REV. 15/2010)

TASK ORDER OFFER FORM

TASK ORDER RFP NO.: 9P3PSLC121002

PROJECT TITLE: "FHWA MISC SERVICES FOR FLYOVER"

1. ISSUED BY General Services Administration Los Angeles Service Center, Const. Services Branch 300 N. Los Angeles Street, Suite 4100 Los Angeles, CA 90012	2. ADDRESS OFFER TO General Services Administration Los Angeles Service Center, Const. Services Branch Attn: Heather Caney 300 N. Los Angeles Street, Suite 4100 Los Angeles, CA 90012
3. OFFEROR (Company Name) APSI Construction Management	
4. OFFEROR PHONE NUMBER (b) (6)	5. OFFEROR FAX NUMBER 949-679-0212
6. OFFEROR DUNS NUMBER (b) (4)	7. OFFEROR TAX ID NUMBER (b) (4)

PRICES ARE REQUIRED BELOW FOR ALL ITEMS OF WORK INDICATED IN THE SPECIFICATIONS AND AMENDMENT(S) (IF APPLICABLE).

0001 LUMP SUM BID \$ 461,052.00 **

Write in Price for Lump Sum Bid work: _____

Four hundred sixty one thousand fifty two and 00/100 dollars

**** Attach Proposal Breakdown on GSA Form 2630 ****

8. The offeror agrees to perform the work required at the prices specified above in strict accordance with the terms of this task order request for proposal, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated below. Failure to insert any number means the offeror accepts the minimum stated below.)
9. A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 2 by 04:00PM local time **MONDAY, DECEMBER 5, 2011**. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the RFP number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

10. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN OFFER (Type or print) Jay Losak, PE, CCM, LEED AP, Vice President	
11. SIGNATURE (b) (6)	12. DATE December 2, 2011

(b) CABLING AND (b) (7) INSTALLATION"
WILSHIRE FEDERAL BUILDING
11000 WILSHIRE BOULEVARD
LOS ANGELES, CA

PBS - REG 9

Amendment 2, 3/9/12 - Revised SF1442

GS09P12NPC0004

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. GS09P12NPC0004	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/09/2012	PAGE 1	OF PAGES 3
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. GS09P12NPC0004	5. REQUISITION/PURCHASE REQUEST NO. 9P3PSLC121025		6. PROJECT NO.		
7. ISSUED General Services Administration Los Angeles Service Center, Construction Services Branch 300 North Los Angeles St., Suite 4100 Los Angeles, CA 90012			8. ADDRESS OFFER TO General Services Administration Los Angeles Service Center, Construction Services Branch 300 North Los Angeles St., Suite 4100 Los Angeles, CA 90012		
9. FOR CALL:	A. NAME Heather Caney, Contracting Officer		B. TELEPHONE NO. (NO COLLECT CALLS) (619) 557-7720		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

(b) CABLING AND (b) (7) INSTALLATION"
WILSHIRE FEDERAL BUILDING
11000 WILSHIRE BOULEVARD
LOS ANGELES, CA

RFP # **GS09P12NPC0004**

SBA REQUIREMENT #0912-12-201063-01

ESTIMATED COST RANGE OF THIS PROJECT IS BETWEEN \$1,000,000 AND \$2,000,000.

11. The Contractor shall begin performance within 1 calendar days and complete it within 240 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed with On-Site Work. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Sec. 00800 of RFP.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 04:00PM local time MONDAY, MARCH 12, 2012 . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

PBS - REG 9

Amendment 2, 3/9/12 – Revised SF1442

GS09P12NPC0004

SF 1442 PAGE 2 OF 3

15. TELEPHONE NO. (include area code)
510.471.5597

16. REMITTANCE ADDRESS (Include only if different than Item 14)

**OFFEROR MUST SIGN AND DATE AS DIRECTED IN ITEM 20, AND
COMPLETE PAGE 3 OF THIS FORM**

18. The offeror agrees to furnish any required performance and payment bonds.

(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)

(b) (6)

Prestell Askia, CEO The Askia Group

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

SEE SF1442, PAGE 3

ITEM

26

☐ 16 U.S.C. 637(a)

☒ 41 U.S.C. 253(c) (5)

27. PAYMENT WILL BE MADE BY

**General Services Administration
Finance Division
P.O. Box 17181
Fort Worth, TX 76102-0181**

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

31A. CONTRACTING OFFICER FOR SBA AND GSA/PUBLIC BUILDINGS SERVICE

HEATHER CANEY

30C. DATE

(b) (6)

B1C. AWARD DATE

3 | 16 | 12

ATTACHMENT E, SENSITIVE BUT
UNCLASSIFIED (SBU)

UNCLASSIFIED (SBO)
PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
Do not remove this notice
Properly destroy or return documents when no longer needed

(b) CABLING AND (b) INSTALLATION"
WILSHIRE FEDERAL BUILDING
11000 WILSHIRE BOULEVARD
LOS ANGELES, CA

PBS - REG 9

Amendment 2, 3/9/12 - Revised SF1442

GS09P12NPC0004

SOLICITATION, OFFER, AND AWARD		SOLICITATION NO.	PAGE	OF PAGES
ADDENDUM TO STANDARD FORM 1442		GS09P12NPC0004	3	3
14. OFFEROR (Company Name)				
The Askia Group & Leverage Information Systems, Inc.				
A. OFFEROR TELEPHONE NUMBER		B. OFFEROR FAX NUMBER		
(b) (6)		510.324.5597		
C. OFFEROR DUNS NUMBER		D. OFFEROR TAX ID NUMBER		
(b) (4)		(b) (4)		

GS09P12NPC0004, (b) CABLING AND (b) (7) INSTALLATION",
WILSHIRE FEDERAL BUILDING, 11000 WILSHIRE BLVD., LOS ANGELES, CA

****ATTACH A DETAILED PROPOSAL COST BREAKDOWN TO THIS OFFER FORM****

PRICES ARE REQUIRED BELOW FOR ALL ITEMS OF WORK INDICATED IN THE SPECIFICATIONS,
DRAWINGS, AND AMENDMENT(S) (IF APPLICABLE).

0001 LUMP SUM OFFER \$2,724,164.75 **

Write in Price for Lump Sum Offer: _____
Two Million, Seven Hundred Twenty Four Thousand, One Hundred Sixty Four Dollars,
and Seventy Five Cents.

Attached and incorporated into this SF1442 is:
"GS09P12NPC0004 - The Agreement", as previously supplied

Accounting and Appropriation Data:

(b) (4)

Cost Applied: \$2,724,164.75

ATTACHMENT SENSITIVE BUT
UNCLASSIFIED (SBU)
PROPERTY OF THE UNITED STATES GOVERNMENT
FOR OFFICIAL USE ONLY
Do not remove this notice
Properly destroy or return documents when no longer needed